

Remarks

As a preliminary matter, Applicants' representatives wish to thank the Examiner for the courtesy of the in-person Interview of February 27, 2007. The present Amendment and Response, Request for Continued Examination (RCE), and petition for a 1-month extension of time is responsive to the final Office Action mailed November 16, 2006. Claims 1-15 and 21-26 remain pending. By this Amendment, Claims 1-15 have been amended, Claims 16-20 have been canceled, and new dependent Claims 21-26 have been added. Independent Claims 1, 8, and 15 have been amended to recite the feature of selecting between an account associated with the first payor and the account associated with the service provider based upon the determined credit risk. In addition, as suggested by the Examiner, independent Claim 1 has been amended to recite the service provider performing one or more of the features of Claim 1. Dependent Claims 2-7 and 9-14 have been amended to conform to the amendments made to their respective independent claim or to otherwise provide additional clarity. New dependent Claims 21-26 have been added to further recite independently patentable features. Applicants respectfully submit that no new matter has been added by the foregoing amendments. Reconsideration and allowance of the application, as amended, is requested.

Interview Summary and Rejection Under 35 U.S.C. § 103(a)

In the in-person Interview of February 27, 2007, Applicants' representatives discussed a proposed amendment to independent Claim 1. In particular, the proposed amendment to Claim 1 provided selecting between an account associated with the first payor and an account associated with the service provided based upon a determined credit risk. During the Interview, Applicants and the Examiner agreed that the proposed amendment to Claim 1 overcomes the prior 35 U.S.C. § 103(a) rejection in view of U.S. Patent No. 5,978,780 to Watson ("Watson"), U.S. Patent No. 6,128,603 to Dent et al. ("Dent"), and U.S. Patent No. 5,649,118 to Carlisle ("Carlisle").

Indeed, as agreed to during the Interview, none of Watson, Dent, Carlisle, or a combination thereof teach or suggest selecting between debiting an account associated with the first payor and debiting an account associated with the service provided based upon a determined credit risk. For example, in Watson, the personal settlement exchange assumes full receivables

and collections responsibility for households, and pays the high-value, aggregated payment commitments to a service establishment from its own account (col. 5, lines 1-16). In Watson, there is no selecting between debiting an account associated with the first payor and debiting an account associated with the service provided based upon a determined credit risk. Likewise, Dent provides a consumer-based cash flow analyzer that enables a consumer to coordinate payment of bills to minimize overdraft of the consumer's account. (Abstract). Accordingly, Dent does not provide for selecting between debiting an account associated with the first payor and debiting an account associated with the service provider based upon a determined credit risk. Finally, Carlisle is directed towards a smart card with multiple accounts stored therein (e.g., Visa, MasterCard, Discover, ATM networks, food stamp programs, other types of welfare programs, unemployment compensation, or the like). (Abstract). The consumer can use the smart card at a point of sale terminal, where purchased consumer goods may automatically be charged to specific accounts. (FIG. 13 and col. 20, line 64-col. 21, line 56). Therefore, Carlisle does not teach or suggest selecting between debiting an account associated with the first payor and debiting an account associated with the service provided based upon a determined credit risk. Accordingly, as agreed to during the Interview, independent Claim 1, as amended, is allowable over Watson, Dent, Carlisle, and a combination thereof.


Like independent Claim 1, independent Claims 8 and 15 have been similarly amended to recite the feature of selecting between debiting an account associated with the first payor and debiting an account associated with the service provided based upon a determined credit risk. Accordingly, independent Claims 8 and 15 are also allowable for at least a similar reason as Claim 1. Further, all of the dependent claims are likewise allowable as a matter of law since the ultimately depend from an allowable independent claim, notwithstanding their independent recitation of patentable features.

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Conclusion

The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,



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